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THE JONECA CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

INSINKERATOR LLC, a Delaware
limited liability company,
Plaintiff,

vs.

JONECA COMPANY LLC, a Delaware
limited liability company, and THE
JONECA CORPORATION, a
California corporation,
Defendants.

JONECA COMPANY LLC, a Delaware
limited liability company,
Counter-Claimant,

vs.

INSINKERATOR LLC, a Delaware
limited liability company,
Counter-Defendant.

Case No.: 8:24-cv-02600-JVS-ADS

Action Filed: November 27, 2024

**NOTICE OF MOTION AND
MOTION OF DEFENDANTS
JONECA COMPANY, LLC AND THE
JONECA CORPORATION TO
INCREASE PRELIMINARY
INJUNCTION BOND;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

REDACTED VERSION OF
DOCUMENT PROPOSED TO BE
FILED UNDER SEAL

Judge: Honorable James V. Selna

Date: October 20, 2025

Time: 1:30 p.m.

Place: Courtroom 10C

NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE THAT on October 20, 2025 in Courtroom 10C of the above-captioned courthouse, located at 411 West Fourth Street, Santa Ana, CA 92701, Defendants Joneca Company, LLC and The Joneca Corporation (collectively, “Joneca”) will and hereby do move this Court pursuant to Federal Rule of Civil Procedure 65(c) to increase the preliminary injunction bond set in this matter to [REDACTED]. See ECF No. 70. New facts since the Court’s issuance of the bond warrant a change to the amount of the bond, as the \$500,000 bond will not sufficiently cover the costs and damages should Joneca be found to have been wrongfully enjoined.

This Motion is made following the conference of counsel pursuant to C.D. Cal. Local Rule 7-3, which took place on August 27, 2025. See Declaration of Rebecca Mandel, ¶ 9. During this conference, the Parties discussed the substance of the Motion and whether any potential resolution could be reached. *Id.* Counsel for Plaintiff indicated that Plaintiff opposes the Motion. *Id.* As the Parties were unable to reach a resolution, the reasons necessitating this Motion remain.

The Motion is based on this Notice of Motion, the Memorandum of Points and Authorities in support of this Motion, the Declaration of Jonathan Chavez, the Declaration of Rebecca Mandel, and any other arguments, evidence, or matters that may be properly heard or considered by the Court.

STATEMENT OF RELIEF SOUGHT

Joneca seeks an order pursuant to Federal Rule of Civil Procedure 65(c) increasing the preliminary injunction bond amount to [REDACTED]

Dated: September 8, 2025

HOGAN LOVELLS US LLP

By: /s/ Trenton. H. Norris

Trenton H. Norris

Attorneys for Defendants
JONECA COMPANY, LLC and
THE JONECA CORPORATION

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I. INTRODUCTION

Federal Rule of Civil Procedure 65(c) requires a party seeking an injunction to make funds available as a security “in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongly enjoined or restrained.” *See Nintendo of Am., Inc. v. Lewis Galoob Toys, Inc.*, 16 F.3d 1032, 1036–37 (9th Cir. 1994). The current preliminary injunction bond of \$500,000 significantly undervalues the damages and costs that Defendants Joneca Company, LLC and The Joneca Corporation (together, “Joneca”) have suffered, and will continue to suffer, should it be later determined that they were wrongfully enjoined.

In ordering Plaintiff InSinkErator LLC (“ISE”) to post a \$500,000 bond, the Court acknowledged that Joneca faces “harm to its business upon the issuance of [the] preliminary injunction” that includes actual compliance costs, like restickering of products, as well as “reputation harms and potential concerns arising from retailer contract bidding.” ECF No. 71 (“Order”) at 17. While the Court referred to those harms as “potential” in setting the bond amount, *see id.*, Joneca’s costs for complying with the injunction are no longer merely possible, they are certain.

Indeed, there has been a significant change in circumstances since the time the bond amount was set. Specifically, Joneca has now complied with the Court’s Order, expending more than [REDACTED] in its extensive compliance efforts, which is more than double (and nearly triple) the current bond amount. This [REDACTED] amount is a conservative assessment, as it reflects only out-of-pocket compliance costs and does not even take into account the numerous other harms that Joneca has and will continue to suffer as long as the preliminary injunction remains in effect.

The appropriate amount of a bond ordered under Rule 65(c) is the amount of potential harm that will be caused if the injunction has been issued improperly. The current bond amount is wholly insufficient. As such, Joneca respectfully requests

1 that the Court increase the bond amount to [REDACTED] to account for the actual,
2 provable costs Joneca has incurred as a result of the preliminary injunction.

3 II. PROCEDURAL BACKGROUND

4 ISE filed its complaint on November 27, 2024, asserting claims for false
5 advertising and interference with prospective economic advantage due to alleged
6 false horsepower claims on Joneca-made garbage disposal products (“Products” or
7 “Product”). *See* ECF No. 1. On December 6, 2024, ISE filed a Motion for
8 Preliminary Injunction (“PI Motion”), *see* ECF Nos. 22, 22-1, which Joneca opposed.
9 ECF No. 38. The Court tentatively granted ISE’s PI Motion on January 3, 2025.

10 At the hearing on the PI Motion, the Court indicated its intention to set the
11 bond at \$500,000. ECF No. 72, at 22:14-15. Per the Court’s request, the Parties
12 submitted a joint filing detailing their respective proposals on the scope and timing
13 of the injunction. ECF No. 69. In that submission, Joneca stated that it did not
14 believe that the \$500,000 bond amount adequately covered Joneca’s anticipated costs
15 for complying with the injunction, and noted that it may petition the Court in the
16 future for an increase in the bond amount if circumstances warranted. ECF No. 69,
17 at 7 & 11 n.5.

18 The Court granted ISE’s PI Motion on January 10, 2025. *See generally* Order.
19 In the Order, among other things, the Court ordered that Joneca place a disclaimer on
20 its existing and already disseminated marketing and packaging stating that
21 “Horsepower claimed on package does not indicate motor output or motor power
22 applied for processing.” *Id.* at 17–19. The Court also ordered that Joneca not assist,
23 permit, or cause the continued display of such horsepower claims on online and
24 offline promotional materials, including third-party websites, in-store signage, and
25 in-store displays. *Id.* The Court further ordered ISE to post a bond in the amount of
26 \$500,000 on the basis that Joneca faces “potential harm” to its business upon the
27 issuance of a preliminary injunction, including the stickering of its Products
28 nationwide, reputational harms, and potential concerns arising from retailer contract

1 bidding. *Id.* at 17. ISE filed notice that it posted the \$500,000 bond amount on
2 January 15, 2025. ECF No. 77.

3 On January 15, 2025, Joneca appealed the Order to the U.S. Court of Appeals
4 for the Ninth Circuit. Oral argument was held before the Honorable Judges Berzon,
5 Higginson, and Sung on August 22, 2025. As of the date of this filing, no decision
6 by the Ninth Circuit has been issued.

7 On August 27, 2025, ISE filed a Motion to Enforce Preliminary Injunction,
8 seeking to broaden the interpretation of the Order and impose additional costs on
9 Joneca. Joneca's Opposition brief is due on September 19, 2025.

10 **III. FACTUAL BACKGROUND**

11 Joneca has taken all reasonable steps within its power to comply with the
12 Order.¹ As a result, Joneca has invested no less than [REDACTED] to comply with the
13 Order, including labor costs for approximately [REDACTED] hours,—well more than twice
14 the current bond amount. Declaration of Jonathan Chavez (“Chavez Decl.”) ¶ 2.
15 Joneca's efforts include, but are not limited to, the following:

16 Product Packaging: As an initial matter, all Products shipped out from
17 Joneca's factory bear the required disclaimer. Joneca had to design the labels,
18 including coordination with customers on the redesign and to requalify product
19 packaging, as well as incur substantial labor costs to apply stickers at the factory to
20 [REDACTED]. *Id.* ¶ 3. This has been an extremely labor-intensive
21 process, requiring everything from engineering bill of materials update approvals to
22 pre-shipment quality inspection. *Id.* ¶ 3.

23 In addition, Joneca undertook extensive efforts to sticker the universe of
24 Products already in retail channels – by far the biggest compliance expense Joneca
25 has incurred. *Id.* To implement the disclaimer on this universe of Products, Joneca
26 worked diligently with its customers and third-party contractors to apply stickers to
27

28 ¹ Joneca will provide additional argument on this issue in its forthcoming
Opposition to ISE's Motion to Enforce Preliminary Injunction.

1 Products in stores and distribution centers across the United States. *Id.* Because
2 Joneca is a small, family-run business with only 29 employees in total (including 24
3 full-time, 4 contract, and 1 part-time workers), in order to sticker these Products on
4 the scale and urgency required by the Order, Joneca offered its customers two main
5 options by facilitating two simultaneous work streams. *Id.*

6 For customers that preferred to handle the stickering process in-house or
7 through the use of their own vendor, Joneca provided detailed instructions and
8 materials to facilitate stickering [REDACTED] of Product units. *Id.* For Joneca's
9 other customers, Joneca engaged third-party contractor that visited [REDACTED] of
10 brick-and-mortar retail stores to physically sticker [REDACTED] of additional
11 Product units already disseminated across all 50 States. *Id.* This effort required
12 significant logistical coordination, including additional contractual agreements,
13 access permissions, and security assurances in order to enter retailers' brick-and-
14 mortar stores and/or distribution centers to complete the stickering process. *Id.* At
15 each location, in addition to stickering the Products, the third-party contractor
16 recorded how many units were in stock and of what horsepower classification,
17 photographed stickered product, and obtained signed attestations from store
18 managers verifying the visit. *Id.*

19 In total, Joneca effectuated the stickering of more than [REDACTED] in-store units
20 of existing inventory to comply with the Order. *Id.* Simultaneously, Joneca also
21 stickered the inventory for its Products which had already been packaged prior to the
22 Order, but had not yet been shipped out to retailers, including inventory at its own
23 warehouse and distribution centers, requiring substantial employee time and labor
24 and additional costs to design and purchase new materials and discard pre-existing
25 materials. *Id.* ¶ 4.

26 In-Store Signage and Displays: Joneca worked closely with its retail
27 customers to ensure that in-store signage and displays that mention horsepower also
28 include the required disclaimer. *Id.* ¶ 5. Joneca either designed new signage for its

1 customers or worked together with its customers to co-design their signage to ensure
2 compliance. *Id.* To install the new signage and displays, Joneca offered retailers
3 options that best fit their needs. *Id.* Some customers opted to use a third-party
4 contractor, provided at Joneca's cost, to install updated signage and displays in brick-
5 and-mortar stores. *Id.* Other retailers opted to handle the process in-house; for these
6 customers, Joneca paid to print and ship all updated signage and displays. *Id.*

7 Website Updates: Joneca diligently updated all websites on which its Products
8 are sold to include the required disclaimer. This effort required approximately [REDACTED]
9 hours in labor costs, as Joneca coordinated with a dozen different third parties to
10 implement the disclaimer in the manner best suited to each individualized webpage
11 and customer. *Id.* ¶ 6.

12 Joneca's various costs across these numerous workstreams total [REDACTED]
13 and include the following:

- 14 • [REDACTED] in third-party contractor costs to sticker Products at brick-and-mortar
15 retail stores and distribution centers and install revised signage and displays.
16 *Id.* ¶ 7.
- 17 • [REDACTED] in printing and materials costs for the disclaimer stickers for product
18 packaging and in-store signage and displays. *Id.*
- 19 • [REDACTED] in costs to relabel product in Joneca's control at its factory and
20 distribution centers, including costs for labor, materials, and discarded labels
21 that can no longer be used. *Id.*
- 22 • [REDACTED] in shipping costs to provide disclaimer stickers for product packaging
23 and in-store signage and displays. *Id.*
- 24 • [REDACTED] in labor to coordinate and manage re-labeling efforts with customers.
25 *Id.* These efforts have included, but are not limited to, coordinating with
26 customers to provide instruction and monitor compliance with the Order,
27 collaborating with customers to redesign and re-qualify product packaging,
28 and managing factory and warehouse relabeling operations and logistics. *Id.*

- [REDACTED] to design disclaimer stickers for existing packaging and in-store signage and displays, redesign carton artwork for new Products with the required disclaimer, and update designs for all in-store signage and displays, trade show signage, brochures, and online marketing with required disclaimer. *Id.*
- [REDACTED] in labor to implement online marketing changes to Joneca's website and all third-party websites for retailers that sell Joneca-manufactured Products online. *Id.*

IV. LEGAL STANDARD

Federal Rule of Civil Procedure 65(c) permits a court, in issuing a preliminary injunction or a temporary restraining order, to order that a party post a "security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." Fed. R. Civ. P. 65(c). Indeed, there is a rebuttable presumption that a wrongfully enjoined party is entitled to have an injunction bond executed and to recover provable damages up to the amount of the bond. *See Nintendo of Am., Inc.*, 16 F.3d at 1036–37. This presumption allows for a party that is wrongfully enjoined to receive compensation on its damages "when it turns out the party enjoined had the right all along to do what it was enjoined from doing." *Id.* "The purpose of the bond requirement is: (1) to discourage the moving party from seeking preliminary injunctive relief to which it is not entitled; (2) to assure [the] court that if it errs in granting such relief the moving party will bear the cost of the error; (3) to provide a wrongfully-enjoined party a source from which it may readily collect damages without further litigation." *Coldwell Banker Real Est. LLC v. Smile Enters., Inc.*, 2011 WL 13220121, at *3 (C.D. Cal. Mar. 11, 2011); *see also Dass v. Tosco Corp.*, 2006 WL 8563401, at *2 (C.D. Cal. Dec. 18, 2006), *aff'd*, 280 F. App'x 571 (9th Cir. 2008).

The district court is afforded wide discretion in setting the amount of the bond. *See Conn. Gen. Life Ins. Co. v. New Images of Beverly Hills*, 321 F.3d 878, 882 (9th

1 Cir. 2003). “[T]he amount of the bond is an upper limit on an injured party’s redress
2 for a wrongful injunction, [and] courts have held that ‘district courts should err on
3 the high side.’” *See Apple, Inc. v. Samsung Elecs. Co.*, 877 F. Supp. 2d 838, 918
4 (N.D. Cal.), *rev’d on other grounds*, 695 F.3d 1370 (Fed. Cir. 2012) (citing *Mead*
5 *Johnson & Co. v. Abbott Labs.*, 201 F.3d 883, 888 (7th Cir. 2000)) (reasoning, in a
6 Lanham Act case, that “[w]hen setting the amount of security, district courts should
7 err on the high side”). Indeed, when determining the amount of the bond, courts have
8 considered many factors including any losses and expenses that the enjoined party
9 would incur in order to comply with the injunction (including cost of re-labeling and
10 re-branding), lost revenues and profits that would have been earned by enjoined
11 party, and damage to the enjoined party’s reputation as a result of the injunction. *See,*
12 *e.g., Nintendo*, 16 F.3d at 1039; *CyberMedia, Inc. v. Symantec Corp.*, 19 F. Supp. 2d
13 1070, 1080 (N.D. Cal. 1998); *White Oak Vineyards & Winery LLC v. White Oak*
14 *Spirits, LLC*, 2015 WL 12731903, at *11 (C.D. Cal. Mar. 9, 2015); *Sanderson Farms,*
15 *Inc. v. Tyson Foods, Inc.*, 2008 WL 11363726, at *2 (D. Md. Apr. 25, 2008); *see also*
16 11A Charles Alan Wright, et al., *Federal Practice & Procedure* § 2954 (3d ed.) (noting
17 that a bond usually “covers the potential incidental and consequential costs as well
18 as either the losses the unjustly enjoined or restrained party will suffer during the
19 period the party is prohibited from engaging in certain activities or the complainant’s
20 unjust enrichment caused by his adversary being improperly enjoined or restrained”).
21 The court may also consider the moving party’s ability to post the requested bond.
22 *See Titaness Light Shop v. Sunlight Supply, Inc.*, 2014 WL 358406, at *4 (D. Nev.
23 Jan. 31, 2014).

24 District courts also have wide discretion to *modify* the terms of the bond posted
25 by the moving party. Indeed, a district court has the inherent authority to modify a
26 preliminary injunction in consideration of new facts. *See A&M Records, Inc. v*
27 *Napster, Inc.*, 284 F.3d 1091, 1098 (9th Cir. 2002); *see also Sys. Fed’n No. 91, Ry.*
28 *Emps.’ Dep’t, AFL-CIO v. Wright*, 364 U.S. 642, 647–48 (1961) (noting that the

1 district court has “wide discretion” to modify injunction based on changed
2 circumstances or new facts). Courts retain the power to modify or dissolve an
3 injunction in the face of changed law or circumstances at any time, and this power
4 includes the ability to change the amount of the bond that must be posted. *See Signal*
5 *Hill Serv., Inc. v. Macquarie Bank Ltd.*, 2013 WL 12244286, at *2 (C.D. Cal. Feb.
6 19, 2013); *AK Futures LLC v. LCF Labs Inc.*, 2023 WL 2558534, at *2 (C.D. Cal.
7 Jan. 3, 2023) (“Courts have wide discretion to increase the bond amount, so long as
8 it is based on a ‘reasonable estimation’ of the enjoined party’s ‘potential damages
9 resulting from the injunction.’”).

10 To warrant an increase in the bond amount, an enjoined party must “only show
11 that damage is certain; not that the amount of damage is certain” since the “injunction
12 bond merely puts a ceiling on damages.” *Lewis Galoob Toys v. Nintendo of Am., Inc.*,
13 1991 WL 1164068, at *1–2 (N.D. Cal. Mar. 27, 1991) (increasing the initial bond
14 from \$100,000 to \$15 million in response to four separate increase requests
15 throughout the injunction).

16 V. ARGUMENT

17 The current bond will not adequately cover Joneca’s damages and costs if it
18 has been wrongfully enjoined – as it maintains it has been. Federal Rule of Civil
19 Procedure 65(c) provides that “[t]he court may issue a preliminary injunction or a
20 temporary restraining order **only if** the movant gives security in an amount that the
21 court considers proper to pay the costs and damages sustained by any party found to
22 have been wrongfully enjoined or restrained.” Fed. R. Civ. P. 65(c) (emphasis
23 added). The Court has already recognized that a bond is proper in this case. Order
24 at 17. However, new facts presented in connection with this motion show that the
25 current \$500,000 injunction bond does not provide adequate security. *See Gorbach*
26 *v. Reno*, 219 F.3d 1087, 1092 (9th Cir. 2000) (“the purpose of . . . a bond is to cover
27 any costs or damages suffered by the [party sought to be enjoined], arising from a
28

wrongful injunction”). Federal Rule of Civil Procedure 65(c) requires this inadequacy to be rectified by the Court.

Here, the evidence of Joneca’s actual costs for compliance clearly demonstrates that Joneca has been damaged by the injunction at a substantially higher amount than the current bond amount. *See* Chavez Decl. ¶ 7. Indeed, the evidence shows that some of the “potential harms” that the Court found that Joneca could suffer as a direct result of complying with the Order are no longer speculative but certain. Order, at 17. While the “potential harm” the Court considered in setting the initial bond amount included (among other things) the cost to re-label Products, new circumstances—namely the *actual* costs to re-label the Products—at minimum warrant a modification of the initial bond amount. *Id.* Joneca has offered concrete calculations of costs actually incurred that total over [REDACTED] *See supra* Section III.

The evidence that Joneca presents regarding its actual compliance costs presents a rational and reasonably certain basis from which an increase to the bond amount can be determined. *See* Chavez Decl. ¶ 7; *see also Nintendo*, 16 F.3d at 1034–35, 1039 (reflecting that courts have wide discretion to increase bond amounts based on a reasonable estimate of damages); *Lewis Galoob*, 1991 WL 1164068, at *1–2, *4 (increasing a bond from \$1.6 million to \$15 million based on declarations supporting lost sales and market share, and noting since the bond is the ceiling on damages, that “ceiling should not restrict the enjoined party from proving after trial the full extent of its forecast damages”); *Sanderson Farms*, 2008 WL 11363726, at *2 (reasoning that “certain predictable direct costs associated with the preliminary injunction order” is a factor in determining a sufficient bond amount).

Moreover, Joneca’s request seeks only the most conservative bond amount increase, as Joneca seeks an increase based on its actual incurred expenses, and not the numerous other harms Joneca is suffering on the basis of the preliminary injunction that Joneca contends was wrongfully entered. Indeed, the enjoined party’s

1 actual cost to comply with an injunction is only *one* factor courts consider in
2 determining a sufficient injunction bond amount. *See, e.g., Sanderson Farms*, 2008
3 WL 11363726, at *2 (considering, among other things, the direct costs associated
4 with compliance, potential lost profits, and damage to customer and consumer
5 relations in determining the bond amount); *Usrey v. Chen*, 2014 WL 12570232, at *9
6 n.16 (C.D. Cal. May 29, 2014) (noting lost profits, costs related to cancellations of
7 contracts and unreleased products, costs related with recalling the product, and
8 damage to reputation and loss of goodwill as among the factors to be considered in
9 determining the appropriate bond amount). Specifically, the potential harm and
10 damages that Joneca will incur as a result of the injunction if it is ultimately
11 determined to be wrongfully issued would also include those harms directly
12 referenced by the Court (*i.e.*, reputation harm and concerns arising from retailer
13 contract bidding), Order at 17, as well as lost sales, profits, and market share, *see*,
14 *e.g., CyberMedia, Inc.*, 19 F. Supp. 2d at 1080 (considering lost profits, promotional
15 costs for unreleased products, damage to reputation, costs associated with recall
16 required by the injunction); *Mead Johnson*, 201 F.3d at 887–88 (requiring the district
17 court consider both direct costs incurred as a result of the injunction as well as other
18 damage such as loss of market share, and noting that courts should “err on the high
19 side” when setting bonds because “an error in the other direction produces irreparable
20 injury” to the enjoined party should the injunction be found erroneous); *Nintendo*, 16
21 F.3d at 1034–35, 1039 (affirming the district court’s consideration of lost sales and
22 lost profits when increasing the bond amount); *see also* Chavez Decl. ¶ 8. Moreover,
23 if Joneca is ultimately found to have been wrongfully enjoined, the costs of reversing
24 Joneca’s changes to product packaging, in-store signage, and websites are expected
25 to add additional cost. *Id.* While Joneca does not pursue an increase of the bond
26 amount on the basis of these other harms at this time—in part because these harms
27 are still ongoing and yet to be quantified—they would only serve to justify an even
28 higher bond than the [REDACTED] requested.

1 Accordingly, an increase of the bond to [REDACTED] is the minimum amount
2 needed to provide adequate security for Joneca should it ultimately be found that
3 Joneca was wrongfully enjoined.² As the evidence shows, this amount represents a
4 provable, conservative amount by which Joneca has already been damaged as a direct
5 result of its compliance with the injunction. *See, e.g., Genesis 1 Oil Servs. LLC v.*
6 *Wismann Grp. LLC*, 2023 WL 9019019, at *2 (C.D. Cal. Nov. 2, 2023) (“[A]lthough
7 the party seeking execution of the bond must adequately prove its damages,
8 ‘mathematical certainty’ is not required.”) (collecting cases).

9 Given that the certain financial threat that the injunction has already posed is
10 significantly higher than the current bond amount, Joneca respectfully requests the
11 Court increase the bond amount to a minimum of [REDACTED] to provide adequate
12 security for Joneca’s actual costs should Joneca ultimately be found to have been
13 wrongfully enjoined.

14 VI. CONCLUSION

15 For the reasons set forth above, Joneca respectfully requests that this Court
16 modify its preliminary injunction Order and increase the bond amount to a minimum
17 of [REDACTED]

18 Dated: September 8, 2025

HOGAN LOVELLS US LLP

19
20 /s/ Trenton H. Norris

21 _____
Trenton H. Norris

22 *Attorneys for Defendants*
23 JONECA COMPANY, LLC and
24 THE JONECA CORPORATION
25

26 _____
27 ² To the extent the Court credits any of ISE’s arguments in its currently pending
28 Motion to Enforce Preliminary Injunction, *see* ECF No. 139, and requires additional
compliance efforts by Joneca—which it should not—Joneca reserves the right to
submit an additional motion to increase the bond amount to cover any additional
compliance costs.

Certificate of Compliance

The undersigned, counsel of record for Defendants Joneca Company, LLC and
The Joneca Corporation certifies that this brief contains 3,607 words, which complies
with the word limit of L.R. 11-6.1.

Dated: September 8, 2025

/s/ Trenton H. Norris

Trenton H. Norris

PROOF OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067. On September 8, 2025, I served a copy of the within document(s):

- **Defendants Joneca Company, LLC and The Joneca Corporation's Unopposed Application for Leave to File Under Seal Portions of Motion to Increase Preliminary Injunction Bond and Supporting Declaration of Jonathan Chavez Under Seal;**
- **Declaration of Rebecca C. Mandel In Support Of Defendants Joneca Company, LLC and The Joneca Corporation's Unopposed Application for Leave to File Under Seal Portions of Motion to Increase Preliminary Injunction Bond and Supporting Declaration of Jonathan Chavez Under Seal;**
- **[Proposed] Order Granting Defendants Joneca Company, LLC and The Joneca Corporation's Unopposed Application for Leave to File Under Seal Portions of Motion to Increase Preliminary Injunction Bond and Supporting Declaration of Jonathan Chavez Under Seal;**
- **Redacted Notice of Motion and Motion of Defendants Joneca Company, LLC and The Joneca Corporation to Increase Preliminary Injunction Bond and Memorandum of Points and Authorities In Support Thereof;**
- **Redacted Declaration of Jonathan Chavez In Support Of Defendants Joneca Company, LLC and The Joneca Corporation's Motion to Increase Preliminary Injunction Bond;**
- **Unredacted Notice of Motion and Motion of Defendants Joneca Company, LLC and The Joneca Corporation to Increase Preliminary Injunction Bond and Memorandum of Points and Authorities In Support Thereof;**
- **Unredacted Declaration of Jonathan Chavez In Support Of Defendants Joneca Company, LLC and The Joneca Corporation's Motion to Increase Preliminary Injunction Bond; and,**
- **[Proposed] Order Granting Motion of Defendants Joneca Company, LLC and The Joneca Corporation to Increase Preliminary Injunction Bond.**

☒ by transmitting via e-mail or electronic transmission the document(s)
listed above to the person(s) at the e-mail address(es) set forth below.

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*Attorneys for Plaintiff and
Counter-Defendant*
INSINKERATOR LLC

I declare under penalty of perjury under the laws of the United States that the
above is true and correct.

Executed on September 8, 2025, at Los Angeles, California.



Hien Tran